IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO. 4160 OF 1996

Dena Bank ... Plaintiffs

Vs.

Ramesh M. Shetty & Ors. Defendants

Mr. Hattim i/b. Nandalal Kothari & Sabir for plaintiffs.

CORAM: S.K.SHAH,J.

DATE : 22nd December,2005.

P.C.

1. Defendants Nos. 1 to 3 have failed to file the written statement. Therefore, the suit proceeded ex-parte against the defendants.

2. None for the defendants.

3. The plaintiffs have filed the suit for recovery of an amount of Rs.6,01,921/- with future interest.

4. Defendant No.1 is the principal borrower and defendants Nos. 2 and 3 are the guarantors. Defendfant NO.1 was operating current account with the Plaintiff-Bank. He had applied for Term Loan Facility

of Rs.3 lacs for starting a Computer Centre. The facility was granted on the terms and conditions and under the guarantee. Defendant No.1 had utilised the facility granted to him and withdrawn money from the account.

5. By 11.4.1994, the amount outstanding and due from the defendant No.1 was Rs.3,66,641/-. The defendant No.1 failed to pay that amount despite demand. Therefore, the suit is filed for recovery of the amount along with interest totalling Rs.6,01,921/-. In support of their claim, the plaintiffs have filed Promissory Note dated 14.10.91, Term Loan Agreement of Hypothecdation of movables, Agreement for Sale dated 12.11.81 between Giovardhandas M. Tahilramani and defendant No.1, two separate deeds of guarantee executed by defendants Nos. 2 and 3 on 14.10.91, by letter dated 3.10.94 the defendant No.1 acknowledged the amount due from the plaintifs. The certified extract of the account of defendant No.1 is filed.

6. These documents prove the claim of the plaintiffs.

7. The suit is, therefore, decreed in terms of prayer clauses (a), (b), (c), (d), (e), (f) and (l).

The decree be drawn accordingly.

8. Liberty to withdraw the original documents by tendering the xerox copies of the documents.

9. Court fee, if any, be refunded as per Rules.

(S.K.SHAH,J.)